

**RESOLUTION AGREEMENT**  
**Amherst County Public Schools**  
**OCR Case No. 11-15-1306**

Amherst County Public Schools (the District) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-15-1306. This Agreement does not constitute an admission by the District of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II) or any other law enforced by OCR.

1. By November 6, 2015, XXXX School (the School) will contact the Complainant in writing to ask if she would like the School to conduct meetings at which it will:  
(a) evaluate the Student to determine whether, with appropriate regular or special education or related services, he can safely participate in the School's Spring 2016 XXXX course; and/or (b) consider providing the Student with compensatory or remedial education services for the time period during which he did not receive Teaching Assistant services while in the XXXX Academy in January 2015.

Reporting Requirement:

By November 30, 2015, the District will provide OCR with a copy of the letter sent to the Complainant and a copy of her response. If the Complainant does not respond in writing, the District will provide a written statement describing the verbal response or noting the Complainant's failure to respond.

2. If the Complainant replies in the affirmative with respect to Provision 1a, the School will, by November 30, 2015, evaluate the Student to determine whether, with appropriate regular or special education or related services, he can safely participate in the School's Spring 2016 XXXX course and, in doing so, it will: (a) draw upon a variety of sources; (b) document and carefully consider the medical and other information obtained from all sources; (c) ensure that any resulting changes in the Student's Individualized Education Program (IEP) are developed by a group of individuals knowledgeable about the Student, the meaning of the evaluation data, including any medical evidence, and the placement options; and (d) notify the Complainant of her due process rights. If the School determines that the Student can safely participate in the School's Spring 2016 XXXX course and the Complainant and Student want him to participate in that course, it will permit him to do so.

Reporting Requirement:

- a. By December 18, 2015, the District will provide OCR with a narrative description of and all documentation relating to its efforts to fulfill the commitments in Provision 2 and all resulting actions taken, including the meeting minutes or similar documentation from the meeting, explanations for decisions made, all of the evidence considered, the revised IEP (if any) and the due process notice provided to the Complainant.
  - b. If the Student is enrolled in the School's Spring 2016 XXXX course, it will, by December 18, 2015, provide OCR with notice of that enrollment.
3. If the Complainant replies in the affirmative with respect to Provision 1b, the School will, by November 30, 2015, after providing proper written notice to the Complainant, convene a group of persons knowledgeable about the Student, making all reasonable efforts to include the Complainant, with the purpose of developing a plan for providing the Student compensatory or remedial education services for the time period during which he did not receive XXXX services while in the XXXX Academy in January 2015. The group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond December 18, 2015.. The School will provide the Complainant with notice of its procedural safeguards, including the right to challenge the group's determinations through an impartial due process hearing.

Reporting Requirements:

- a. Within one week of the meeting, the District will submit to OCR the meeting minutes or similar documentation from the meeting, explanations for decisions made, a description of and schedule for providing compensatory and/or remedial services (if any) to the Student and the notice of procedural safeguards and written invitation to the Complainant. OCR will review the documentation submitted to ensure that the School met the procedural and other requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.
- b. By December 18, 2015, the District will provide documentation to OCR of the dates, times, and locations that compensatory and/or remedial services (if any) were provided, a description of what was provided and the names of the service providers.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

By: \_\_\_\_\_/S/\_\_\_\_\_ Date: \_\_\_\_\_11/6/2015\_\_\_\_\_

Steven Nichols, Superintendent  
Amherst County Public Schools